

## **Exhibit 4**



STATEMENT OF WORK (SW 1415)

Project Estimate Total: \$940.00

This Statement of Work ("SOW"), including any appendices, exhibits, schedules, attachments, and/or associated work orders and any amendments or Change Orders thereto, attached hereto or otherwise incorporated herein, constitutes the agreement between N1 Discovery, LLC ("N1D") and Client (as defined below) ("Client") with respect to the Services described in this SOW. The foregoing are collectively referred to herein as the "Agreement".

**PROJECT INFORMATION**

Client Name:	Effyis, Inc. "Client"
Project Name:	Email Collection Matter
Project Description:	N1D will assist Client and legal counsel with email collection, review, and hosting.
N1D Project Number:	TBD
Date Prepared:	March 14, 2019
Prepared By:	Thomas Murphy
Retainer Amount:	Waived
Invoices Sent To:	Attorney

**ATTORNEY CONTACT INFORMATION**

Name:	Louis Licata
Law Firm:	Licata Law Group OBO Effyis, Inc.
Address:	4500 Rockside Road, Plaza 45, Ste. 420, Independence, OH 44131
Phone Number:	216-573-6000
Email Address:	ljl@licatalaw.com

**N1 Discovery, LLC.** 1450 West Long Lake Road, Suite 230 Troy, MI 48098 248.498.4130 support@n1discovery.com

**Confidentiality & Privilege Notice:** This Statement of Work contains information from N1 Discovery, LLC that is confidential, proprietary, privileged, or otherwise restricted from disclosure and was prepared and transmitted under the Michigan Professional Investigator Licensure Act, MCL 338.820, *et. seq.* Dissemination, distribution, copying or use of this document in whole or in part by anyone other than the intended recipient is strictly prohibited without the prior written consent of N1 Discovery, LLC and their client listed above. If you are not an authorized recipient, please return this document to N1 Discovery, LLC at the address listed above.

\*\*\* **SIGNATURES REQUIRED BELOW** \*\*\*

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## ENGAGEMENT SCOPE AND COST ESTIMATE

Client requests that N1D assist them and/or their legal counsel with digital forensics, eDiscovery, and/or IT security consulting services including, but not limited to, the collection, processing, and analysis of electronically stored information ("ESI") related to the project/matter/investigation identified above and the Phases of the project as described hereafter ("Services").

N1D strives to provide Clients with the most efficient and cost effective services. The anticipated phases for this engagement are detailed below. Changes to existing phases, or the addition of new phases, will be documented in a work order for approval.

### Data Collection and Preservation

N1D will make contact with identified personnel known as Gaku and Ms. Park Sungami (both in Japan); N1D will coordinate an email collection and determine next steps. At the Client's direction, additional emailboxes may be collected.

Once the size of the data is known, N1D will discuss with Counsel. Any processing of emails and hosting in Relativity will be reflected in a Change Order.

Name	Unit	Price	QTY	Subtotal
Forensic Technician Time	Per Hour	\$160.00	3	\$480.00
<ul style="list-style-type: none"> <li>Email Collection</li> <li>Liaison with IT Personnel</li> </ul>				
Estimated 2-3 hours. Billed as used.				
Project Management	Per Hour	\$160.00	1	\$160.00
Estimated. Billed as used.				

### Additional Phases

N1D will work with Client as the project progresses to identify the scope of additional phases, if any. N1D will provide a work order outlining the scope and estimated costs whenever possible.





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Any fee or expense identified in this Agreement is an estimate; N1D will bill for the actual work performed or expenses incurred. External storage media will be billed based on the actual quantity of external storage media used for the project. N1D employee attendance at meetings, depositions, or expert witness testimony, including preparation time, will be billed at the N1D employee's standard professional rate. Travel time will be billed at half the N1D employee's standard professional rate. N1D is committed to meeting Client deadlines. If Client requests N1D work to be performed outside normal business hours (6:00am to 8:00pm), on weekends and/or on N1D recognized holidays, the N1D rate will be billed at one and a half times the N1D employees' standard professional rate. Out-of-pocket expenses, if applicable, such as mileage, transportation, lodging, and meals, will be billed at the actual cost incurred. Mileage will be charged at the prevailing IRS approved rate.

## MDA OWNERSHIP AND RESTRICTIONS

Client understands and agrees that the N1 Discovery Managed Discovery Appliance ("MDA") is the sole and exclusive property of N1 Discovery, LLC. Client also acknowledges that the MDA contains confidential and propriety intellectual property of N1 Discovery and agrees to safeguard and protect the MDA while on its premises or under its control. Client shall further hold and maintain the MDA in the strictest confidence for the sole and exclusive benefit of N1 Discovery. Client agrees not to open, tamper with, or access the MDA. Client shall carefully restrict access to the MDA to employees and contractors as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this section. Client further agrees not to allow any unauthorized third-party access to the MDA and shall report to N1 Discovery immediately if Client learns or reasonably believes unauthorized access to the MDA was obtained while in Client possession. The Client agrees it is responsible for any and all damage to the MDA and repair or replacement costs up to \$6,000 while the device is in the possession or control of Client. Upon request by N1 Discovery, the Client agrees to promptly return the Managed Discovery Appliance to N1 Discovery via overnight courier, insured for \$6,000, at the Client's expense.

## PAYMENT AND RETAINER

Client agrees to be directly responsible for payment of all N1D invoices submitted. During the project, N1D will submit invoices as work progresses and the payment terms are net thirty (30) days. If payment is not received timely, N1D in its sole discretion may suspend all work, including Client access to any N1D hosted system(s), until all outstanding invoices are paid. Any amount not paid within thirty (30) days will be subject to a finance charge of 1.5% per month. If N1D requires a retainer, the retainer is due before work can commence and the retainer will be held by N1D for the duration of the project and applied to the last invoice. Such retainers shall bear no interest.

Client may submit payments by check, money order, cashier's check or wire transfer, and the appropriate instructions are provided below:

Payment By Check	ACH Electronic Payment	Wire Transfer Payment
N1 Discovery 1450 W. Long Lake Road Suite 230 Troy, Michigan 48098	Fifth Third Bank (Traverse City, MI) ACH ABA # 072401404 Account #: 7541503624 For credit to: N1 Discovery, LLC.	Fifth Third Bank (Cincinnati, OH) Wire ABA # 042000314 Account #: 7541503624 For credit to: N1 Discovery, LLC.





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## ENGAGEMENT ASSUMPTIONS

- Addressing encrypted or corrupted files identified by Client to be processed will be billed at the hourly rate of forensic technician per the standard professional rate schedule.
- If deleted files are being processed, there is no assurance that the file(s) can be re-covered in its original format without corruption.
- As part of N1D standard protocols, we will utilize redundant backups when performing forensic acquisitions/collections to safeguard the forensic data. Our standard methodology is to place the forensic image on an external hard drive and create a second hard drive copy which is stored in our secure storage facility.
- N1D's legal department will review any documents prepared for court submission, and Client shall reimburse N1D at the standard professional rates charged to N1D.

## CLIENT RESPONSIBILITIES

Client will be responsible for the following client responsibilities ("Client Responsibilities"):

- Providing a senior management employee(s) or Client's legal counsel who will make all management decisions with respect to the project. In the event that the Client's designated representative is unavailable, the Client shall have a designated alternate contact with full authorization under the Statement of Work whom N1D can contact ("Authorized Alternate"). The Authorized Alternate shall have the same authority to make all management decisions as the Client's designated representative.
- Accuracy and completeness of information provided to N1D by Client or from a third-party through Client.
- Ensuring timely access to systems or personnel which are part of the scope of work.
- Providing N1D with directions and instructions relating to any laws or regulations related to the matter being addressed or applicable to the protection of data stored by Client.
- If necessary, providing N1D with appropriate physical access to the Client's network at each of the Client's designated locations and providing N1D, as needed, with any necessary passwords or other means of accessing the hard drives, workstations, network shares, servers or any files stored thereon which are part of the scope of work.
- Ensuring Client's IT personnel are available for any assistance to ensure N1D is able to access systems and/or data which are part of the scope of work.
- Any delays, additional costs incurred, or non-compliance caused by or associated with Client's failure to uphold its responsibilities.

## WORK ORDER PROCESS

During the engagement identified in the Statement of Work, either party may request, in writing, additions, deletions, or modifications to the scope of the Services described in this Statement of Work ("Change"). N1D shall have no obligation to commence work in connection with any Change until the fee and/or schedule impact of the Change request is agreed upon in a written Work Order signed by both N1D and Client ("Change Order"). The foregoing notwithstanding, if N1D, at the request of Client, performs work that is not covered by the Statement of Work or that exceeds the scope of Services described in this Statement of Work, such work shall be deemed Services provided pursuant to the Statement of Work, for which Client shall compensate N1D at the standard professional rates herein.



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## EXPIRATION

The Statement of Work shall expire if not signed and returned to N1D within thirty (30) days from the date listed in the Project Information. N1D reserves the right, in its sole discretion, to void this Statement of Work if work does not commence within thirty (30) days from the date this Statement of Work is signed by the Client.

## APPROVAL

N1 Discovery appreciates the opportunity to assist you. If you agree that this Statement of Work accurately summarizes our mutual understanding of the work to be performed, please sign and return an executed copy of this Statement of Work to us. If you have any questions, please let us know.

**N1 DISCOVERY, LLC.**

1450 W. Long Lake Road  
Suite 230  
Troy, Michigan 48098  
+1 248-498-4130  
support@n1discovery.com

**Attachments:**

Appendix A – Master Services Agreement  
Appendix B – General Information  
Appendix C – Standard Rate Sheet



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### CLIENT ACKNOWLEDGMENT AND ACCEPTANCE

To confirm your acceptance of this Agreement and all other appendices and/or attachments, please sign this Statement of Work below and return it to N1 Discovery.

#### COUNSEL FOR CLIENT

Work performed is under the direction of Client's legal counsel, listed below.

Signature: *Louis Licata*

Date: 03/14/2019

Name: Louis Licata

Law Firm: Licata Law Group OBO Effyis, Inc.

Law Firm Case Number: \_\_\_\_\_

#### N1 DISCOVERY

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Scott Wrobel

Title: Managing Member





## APPENDIX A – Master Services Agreement

This Master Services Agreement (“MSA”) is entered into between N1 Discovery, LLC, a Michigan limited liability company (“N1D”) and the Client as listed in the Statement of Work (“Client”). This MSA sets forth the terms and conditions pursuant to which N1D will provide Services to Client as outlined in the associated Statement of Work. Capitalized terms shall have the meanings defined in the Statement of Work, unless defined separately herein. Any conflicts between the Statement of Work or any other appendices, schedules, work order, Change Order, or other attachment shall be resolved in favor of the Statement of Work, appendices, schedules, work order, Change Order or other attachment.

1. **SERVICES:** Client authorizes N1D to provide the Services in accordance with the terms of this MSA and any associated Statement(s) of Work or Change Order(s), signed by Client and N1D. The specific scope of projects and pricing will be separately documented in an N1D Statement of Work or any subsequent Statement of Work or Work Order document as may be accepted by Client from time to time hereafter.

2. **TERM:** This MSA will take effect on the date N1D receives the associated signed Statement of Work from Client. However, if N1D performed Services at the direction of Client prior to the execution of the MSA, the effective date of this MSA will then be retroactive to the date N1D first performed Services for the Client.

3. **TERMINATION:** Unless otherwise provided for in a Statement(s) of Work, either party may terminate this MSA for any reason upon thirty (30) days’ written notice to the other party. In the event of a material breach of the terms of this MSA or any Statement(s) of Work, the non-breaching party shall notify the breaching party in writing of the specific breach and shall thereby provide the breaching party with an opportunity to cure the alleged breach. If the breaching party does not cure the breach within thirty (30) days after receiving the notice, then the non-breaching party may terminate this MSA immediately upon written notice to the breaching party. Termination for material breach shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or equity. Either party may terminate this MSA immediately upon written notice to the other party (i) in the event of the other party’s voluntary or involuntary bankruptcy or insolvency; (ii) in the event the other party shall make an assignment for the benefit of creditors; (iii) in the event that a petition shall have been filed against the other party under bankruptcy law or any law for the relief of debtors or other similar laws in purpose or effect; (iv) in the event the other party discontinues business in its then present form, provided, however, that a merger or other combination, change of control, or sale of substantially all assets shall not constitute a discontinuance of business in its present form; (v) in the event services rendered by N1D jeopardize Client’s ability to comply with any applicable law, regulation, rule or order by any court or government regulatory agency. Upon termination of this MSA, Client shall pay N1D’s final invoice for all amounts due under the terms of this MSA and/or Statement(s) of Work no later than 30 days after the invoice date. In the event of termination of this MSA for any reason, the obligations of the parties pursuant to Section 9b (Personnel solicitation), Section 11 (Retention of Evidence and Intellectual Property Ownership), Section 12 (Confidentiality), Section 13 (Privilege), Section 15 (Representations, Warranties and Remedies), Section 16 (Indemnification Obligations), and Section 17 (Disputes) shall survive termination.

4. **FEES, RETAINER AND EXPENSES:** N1D bills and Client agrees to pay for Services on a fixed-fee basis or on an hourly basis which is set forth in the applicable Statement of Work. For matters billed on time-and-materials basis, hourly rates and fees will be charged in

increments of one-quarter (.25) of an hour. Unless otherwise set forth in the applicable Statement of Work any required retainer must be paid prior to N1D commencing work, will be held for the duration of the project, will be applied to the last invoice and will bear no interest. Unless otherwise set forth in the applicable Statement of Work, Client also agrees to pay all incidental expenses, other than routine office expenses, reasonably incurred by N1D in connection with N1D providing the Services.

5. **PAYMENT:** Unless otherwise set forth in the applicable Statement of Work, N1D will typically invoice Client on a bi-weekly or monthly basis. Client agrees that all outstanding balances invoiced to Client shall be due on receipt and are overdue if not paid within thirty (30) days of the invoice date. If payments have not been received as set forth herein or the applicable Statement of Work, N1D reserves the right in addition to any other rights it may have, to (i) suspend the Services until all overdue amounts are paid full; (ii) charge interest on all amounts overdue at the lesser of 1.5% per month or the maximum allowed by law; and (iii) be promptly reimbursed by Client for all costs of collection including reasonable attorney’s fees. All objections by Client to any invoice must be made in writing to N1D within fifteen (15) days after the date of the invoice. If no objections are received by N1D within such fifteen-day period, the invoices shall be deemed accepted by Client. As further security for payment of N1D’s Services hereunder, Client grants N1D a continuing security interest in all Client ESI.

6. **TAXES:** Excluding N1D’s own payroll and income taxes, Client shall be responsible for payment of all taxes, including state, local or municipal sales taxes, if any, levied upon the services provided under this MSA and any associated Statements(s) of Work. If Client is claiming tax-exempt status, Client shall provide N1D with tax-exempt certificates prior to the start of the engagement. In the event Client’s tax-exempt status is suspended, revoked, terminated, etc., Client will be responsible for any previous or current taxes they are subject to as a result of losing their tax-exempt status.

7. **INSURANCE:** N1D shall maintain insurance with financially sound and reputable insurance companies in full force and effect during the term of the MSA. Insurance will include: (i) worker’s compensation insurance covering all N1D employees as mandated by applicable law or regulation in the State of Michigan and (ii) commercial general liability insurance in the amount of at least \$1 million per occurrence for combined bodily injury and property damage. Upon Client’s request, N1D will provide Client with a certificate of insurance evidencing such coverages.

8. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties understand and agree that the personnel assigned by N1D to the Client’s project are N1D employees or agents. Under no circumstances are such personnel to be considered Client employees or agents. N1D shall perform its obligations under this MSA as an independent contractor and not as an employee, agent or partner of Client. In the event any employee of N1D is declared to be an “employee” of Client by a governmental agency, N1D shall indemnify, defend and reimburse Client and hold it harmless from and against any obligations imposed on Client to pay withholding taxes, social security, unemployment or disability insurance or similar employee benefits, 401K program matching, retirement account contributions, tax or other employee compensations items in conjunction with any payments made to N1D by Client pursuant to this MSA on account of N1D or its employees.

9. **PERSONNEL:** (a) Client may request, in writing, that any N1D personnel assigned to deliver Service to Client be removed for any reason, and N1D shall promptly remove and replace such personnel; provided that such requested removal of personnel is not based in any





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part or reason that would violate anti-discrimination, equal opportunity or other similar law. (b) Client shall not actively recruit N1D personnel engaged in providing Client's services under this MSA. In light of the considerable efforts and expenses required by N1D to recruit, train and maintain N1D personnel involved in providing Services hereunder, Client agrees for the duration of this MSA and for a period of one year following the conclusion of work not to hire any N1D employee, unless N1D provides Client prior written consent. If Client hires any N1D personnel during the aforementioned period, and prior written authorization has not been obtained, Client shall pay a conversion fee equal to 40% of the then current annual salary of each N1D personnel converted in contradiction to this section. Such conversion fee shall be invoiced to Client and due to N1D as set forth in Section 5 (Payment) of this MSA. Any reference to N1D personnel in this MSA includes agents and subcontractor staff.

10. **SUBCONTRACTING:** N1D reserves the right to employ agents and subcontractors to assist N1D when providing any part of the Services. N1D will remain liable to Client in respect to any Services provided, subject to the other provisions of this MSA. Where Client requires N1D to contract the services of a subcontractor specified by the Client, Client will accept responsibility for the work to be performed by such subcontractor. N1D's MSA to work with Client-specified subcontractors and integrate the work to be performed by such subcontractor for the purposes of this MSA is on the basis that N1D will not be responsible for, or liable to Client or to any other third party for the work performed by, all acts, omissions, defaults and neglects of, such subcontractor(s) or N1D reliance thereon. Where Client requires N1D to contract the services of a subcontractor, Client will be responsible and liable for and will indemnify and hold harmless N1D against and from any liability which N1D may incur to any person, company and against all claims, demands, proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees), made against, suffered or incurred by N1D, directly or indirectly as a result of or in connection with the work performed by any such subcontractors.

11. **RETENTION OF EVIDENCE AND INTELLECTUAL PROPERTY OWNERSHIP:** Upon payment in full of all sums due N1D hereunder, all data and work products, other than Intellectual Property as defined below, collected from the Client or prepared by N1D specifically for the Client in connection with N1D's performance of the Services, including all original copies of electronic data evidence including forensic evidence image files shall be deemed to be the property of Client and shall be promptly delivered to Client at Client's request or upon termination of this MSA, at which time Client shall be solely responsible for the retention of any such evidence as required by law or court order. Any copies of data or work product retained by N1D will be stored securely for three (3) years after completion of the Services to which such data or work product relates, and thereafter N1D may destroy such material, in its sole discretion. Storage and destruction of confidential materials shall be accomplished in a manner that preserves Client confidences. Client acknowledges and agrees that N1D shall retain all ownership to and title in any Intellectual Property developed by N1D personnel prior to or in the course of providing Services to Client, regardless if developed by N1D solely or jointly with others in connection with N1D's performance of the Services. For purposes of this MSA, "Intellectual Property" shall be defined as including but not limited to computer programs, source codes, ideas, trade secrets, processes including any specified processes for the handling of electronic evidence, hash value libraries, and/or any other concept, methodologies, compilation, techniques, proprietary computer hardware/systems, or process whether or not eligible for federal copyright or patent protection. Client further agrees to provide to N1D all reasonable assistance necessary, convenient, and appropriate to perfect N1D's ownership of such Intellectual Property,

including without further compensation, the execution of such assignments of the Client's right, title, and interest, in and to, all N1D Intellectual Property.

12. **CONFIDENTIALITY:** Client and N1D each agree to retain in confidence the non-public terms in this MSA and all other non-public information and know-how disclosed or that becomes known to the other party as a result of the Services, which is either designated as proprietary and/or confidential, or by the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential ("Confidential Information"). Each party agrees to (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees and contractors as is reasonably required under this MSA but only if the party informs the employees and/or contractors of their responsibilities under this MSA and this confidentiality section. The restrictions of this section shall not apply to any confidential information which (i) is or becomes generally available to the public other than as a result of a breach of this section by the receiving party, (ii) was available to the receiving party on a non-confidential basis prior to its disclosure under this MSA, (iii) becomes available to the receiving party on a non-confidential basis by a third party which was not itself bound by a confidentiality obligation and was free to disclose the information; or (iv) is required by law to be disclosed or pursuant to a valid court order, to the extent that the Confidential Information is not Privileged as set forth in Section 13. However, either party may disclose any Confidential Information hereunder to such party's agents, attorneys, representatives of any court of competent jurisdiction or any party empowered hereunder and reasonably required to resolve any dispute between the parties.

13. **PRIVILEGE:** N1D is a licensed professional investigator subject to the Michigan Professional Investigator Licensure Act, MCL § 338.820 *et. seq.*, (the "Act"). The Act creates a statutory professional investigator/client privilege for any communications, oral or written, furnished by a professional or the Client to N1D or any information secured in connection with an assignment for the Client (the "Privilege"). N1D is bound by the Act to invoke this Privilege in the event that any third-party requests such privileged information via discovery request, subpoena of any form, search warrant, court order, or in any other form of demand as recognized by the laws of the State of Michigan. The Client may waive this Privilege by providing written consent to N1D. Should the Client choose to not waive the Privilege, then N1D and its legal counsel shall (i) communicate with any and all interested parties (ii) provide for and prepare all appropriate court submissions, (iii) appear at any and all hearings as set by the court, and (iv) provide any and all other necessary services as required for the adequate defense of the Privilege. The Client shall reimburse N1D for all costs, expenses, and reasonable attorney fees associated with the defense of the Privilege.

14. **LEGAL WORK PRODUCT:** For any Services performed in the course of and in the anticipation of any legal action, Client agrees that at Client's request N1D may take instructions with regard to the Services from Client's attorney and may work through such attorney, as Client's agent, in performing all Services. In the event that the Client is a law firm or attorney and has engaged N1D to perform Services on behalf of a third party client, N1D may take instructions from and work directly with the Client in performing all such Services. For avoidance of doubt, Client retains final decision-making authority in regard to the Services. Subject to Section 11 (Retention of Evidence and Intellectual Property Ownership) of this MSA, all work product resulting from the Services where the Client is represented by counsel, including reports, evidence files and other data compilations shall be considered the attorney work product of Client and Client's counsel.





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**15. REPRESENTATIONS, WARRANTIES AND REMEDIES:**

a) **N1D's Warranty.** N1D warrants that it will perform the Services with professional thoroughness, diligence and competence. No other warranty or representation, whether express or implied, is created by this MSA or in connection with the Services.

b) **Client's Warranty.** Client represents and warrants that all actions by N1D undertaken upon the instruction of Client, or their legal counsel, either as set forth in a Statement(s) of Work or as subsequently communicated to N1D, are and will be in compliance with applicable law, and do not and shall not constitute tortious actions. If the Services involve or contemplate the collection/preservation of any data within the European Union ("EU") or any territory outside the United States of America ("USA"), Client represents and warrants that it has the legal right to collect/preserve (or have N1D collect) such data. In addition, if the Services involve or contemplate the transfer of data from the EU or any territory outside the USA to the USA or a third country, Client represents and warrants that it had the legal right to transfer (or have N1D transfer) such data.

c) **Remedies.** N1D's sole liability, and Client's sole remedy, in connection with this MSA or Statement(s) of Work shall be limited to, at N1D's option, the re-performance of Services or a refund of the cost of Services performed. Such remedy shall be available only in the event that Client notifies N1D, in writing, of any breach of N1D's warranty within thirty (30) days of such breach, and provides documentation of such breach.

d) **Disclaimer.** N1D DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE.

e) **Limitation of Liability.** IN NO EVENT SHALL N1D BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, SPOILIATION OF EVIDENCE, AND/OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE SERVICES PROVIDED OR OTHERWISE IN CONNECTION WITH THIS MSA AND STATEMENT(S) OF WORK, EVEN IF N1D HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. N1D'S ENTIRE LIABILITY TO CLIENT OR ANY THIRD PARTY, WHETHER IN TORT, CONTRACT, NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO N1D DURING THE ONE (1) YEAR IMMEDIATELY PRECEDING THE DATE N1D RECEIVES WRITTEN NOTICE OF THE CLAIM. NO LEGAL ACTION OR PROCEEDING REGARDING THE SERVICES PROVIDED BY N1D MAY BE BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE LAST DATE SERVICES WERE PROVIDED TO CLIENT BY N1D.

**16. INDEMNIFICATION OBLIGATIONS:** Each party agrees to indemnify, defend, reimburse and hold harmless the other party for any damage, loss or injury to persons or tangible property caused by the negligent or willful acts of its agents or employees in connection with the performance of Services under this MSA. Further, if any claims are brought against N1D by third parties arising out of or in connection with the Services or Work Product, Client agrees to indemnify, defend, reimburse and hold harmless N1D from any and all damages, fees, penalties, costs of defense, attorneys' fees and liability resulting therefrom.

**17. DISPUTES:** With respect to any disputes between N1D and the Client arising out of this MSA, the prevailing party shall be entitled to recover the costs, expert fees, disbursements and reasonable attorneys' fees incurred by the prevailing party.

**18. GENERAL:**

a) **Governing Law:** The laws of the State of Michigan shall govern this MSA, without regard to conflicts of law principles. Both parties consent to the jurisdiction of the courts in the State of Michigan, as the place of contracting, in the event of any litigation concerning this MSA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this MSA. If Client is a foreign entity, Client appoints CT Corporation Systems as its process agent or alternatively, if a China Trade Act corporation, Client maintains a process agent in the District of Columbia to receive service of process on its behalf in any action or proceeding.

b) **Severability:** If any provision of this MSA is voided, determined to be unenforceable, deemed invalid or deemed illegal, the remainder of this MSA and the remainder of such provision will remain in full force and effect.

c) **Force Majeure:** N1D and Client shall not be liable for any failure to perform or delay in performance of its obligations under this MSA or any Statement(s) of Work, resulting from the elements, acts of God or any other cause beyond the reasonable control of the party.

d) **Waiver:** Any failure or delay by either party to enforce any of the provisions of this MSA, or to exercise any option which is available, or to require at any time performance of any of the provisions, shall in no way be construed to be a waiver of such provision or option of this MSA.

e) **Amendments:** No amendments or other variation to this MSA shall be effective unless in writing and signed by an authorized person on behalf of each party.

f) **Notices:** Any notices required under this Agreement shall be in writing. Notices shall be delivered in person, or sent via electronic mail, or sent via first class mail to the address(es) specified in the Statement of Work. Notice shall be effective upon delivery if delivered in person, the day after sending if sent by electronic mail, or the day after placement with the courier if sent via first class mail.

g) **Assignment:** Neither party shall assign, subcontract, or delegate any rights or obligations under this MSA to any third party without the prior express written consent of the other party.

h) **Headings:** The headings and sections herein are for reference purposes only and do not themselves convey any rights or create any responsibilities not specifically designated within the sections of this MSA.

**19. EXECUTION AND COUNTERPARTS:** This MSA is not binding upon either party until the associated Statement of Work is signed by an authorized corporate representative of Client and a N1D managing member. This MSA and associated Statement of Work may be executed in counterpart originals, duly signed by both parties, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

**20. ENTIRE AGREEMENT:** This MSA and the Statement of Work referred to, as well as any written amendments, shall constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, concurrent or subsequent purchase orders, and agreements, whether oral or written, between the parties or any officer or representative of the parties. Client has not relied upon any representations other than those set forth in this MSA and the Statement(s) of Work referred to herein. In the event of any ambiguity or conflict in terms between this MSA and the terms on any Statement(s) of Work, the specific terms of the Statement(s) of Work shall control the respective engagements.

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## APPENDIX B – General Information

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### PROFESSIONAL INVESTIGATOR / CLIENT PRIVILEGE

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As a licensed professional investigator, N1 Discovery is governed by the Michigan Professional Investigator Licensure Act, MCL § 338.820, et. seq. (the “Act”). Most notably, the Act provides for the establishment of a professional investigator/client privilege for any communications, oral or written, furnished by a professional or the client to professional investigator or any information secured in connection with an assignment for the client (the “Privilege”).

This Privilege may only be waived by the Client and protects not only the direct communications between N1 Discovery and the Client, but the information secured by N1 Discovery in connection with the assignment as outlined in this Statement of Work.

N1 Discovery’s policies in handling situations where the Privilege is invoked are discussed in full in Appendix “A”, Sec. 13.

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### FREEDOM OF INFORMATION

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Many of N1 Discovery’s clients are in the public sector, and N1 Discovery is well aware of the obligations imposed on its public sector clients by the United States Freedom of Information Act (“FOIA”). N1 Discovery’s policy is to cooperate with its public sector clients to assist them in complying with their obligations under FOIA.

N1 Discovery considers the following sections of the Statement of Work as confidential and/or commercially sensitive and that disclosure of all or part of the information contained in these sections may cause harm to N1 Discovery and/or its commercial interests:

**Project Scope and Cost Estimate Section:** This section has been derived from the intellectual effort, knowledge, knowhow and expertise of N1 Discovery employees and consultants and contains information that is original, innovative or intellectual property of N1 Discovery. The discloser of this information to N1 Discovery’s competitors may give them an unfair advantage in competing with N1 Discovery in future similar projects. Disclosure of N1 Discovery costs to competitors is likely to give those competitors an unfair advantage in competing against N1 Discovery in future bids, proposals, etc. and may reduce the competitiveness of future bids and/or projects.

**Client References:** Information relating to Clients is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new clients. Disclosure of this information to others may be in breach of these confidentiality obligations, and disclosure of this information to competitors may harm N1 Discovery’s commercial interests by assisting competitors to compete for business from those customers.

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### CONFIDENTIALITY AND COPYRIGHT INFORMATION

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## APPENDIX C – N1D Standard Rate Sheet

## N1D Professional Rate Schedule

Description	Hourly Rate
Administrative Support	\$75
Technician	\$105
eDiscovery Technician II/Project Manager	\$150
Forensic Technician/Project Manager	\$160
Technician III/Analyst/Network Engineer	\$175
Onsite Technician	\$200
Technician IV/Senior Project Manager	\$200
Consultant	\$250
Senior Consultant	\$325

## eDISCOVERY SERVICES

N1D offers a variety of eDiscovery services including early data discovery, eDiscovery processing, hosted review in Relativity, analytics, etc.

	Description	Unit	Price
eDiscovery Processing			
eDiscovery Case Setup		per case	\$200
Standard Processing – 10GB Minimum		per GB	10-100 GB \$110
Includes data loading, metadata and text extraction, automated Tiff/OCR of items (when possible), one full text search report for list of basic words/terms and quality control checks. Excludes Lotus Notes, GroupWise, databases, multimedia, CAD/drawing, other proprietary format files.			101-300 GB \$78
			301-500 GB \$65
			501 GB-1TB \$50
			> 1TB Contact N1D
Manual Document Tiff/OCR (for documents that fail automated Tiff/OCR)		per hour	\$150
Special Processing		Contact N1D	
Includes Lotus Notes, GroupWise, databases, multimedia, CAD/drawing, other proprietary format files			
Tech Time/Project Management		per hour	\$150
Load File for loading into N1D Relativity ONLY		per volume (file)	No charge
Load File for loading into third-party platform			\$600
N1D Hosted Review in Relativity			
Import of N1D Load File		No charge	
Import of Third-Party Load File – 2 hour minimum		per hour (\$300 minimum)	\$150
Data Hosting - 3GB minimum		per GB	3-100 GB \$25
Data hosting fee is calculated at the end of the month on the largest total size of the workspace during the month. The workspace data size will be larger than the size of the load file since workspace data size includes, at a minimum, a keyword index, dtSearch index, SQL database, audit trail information, saved searches, tag field information, reviewer notes, analytic index, tiff'ed images, reloading of production load files, etc. The workspace data size will vary each month as information is added, modified or deleted from the workspace.			101-300 GB \$20
			301-500 GB \$18
			501 GB-1TB \$15
			> 1TB Contact N1D
Named User License		per user / month	\$85
A named user license allows client access to any of their assigned workspaces. If client has multiple workspaces, cost can be allocated across all client workspaces upon request.			
Relativity User Training (standard training typically takes 30 minutes to 1 hour)		per hour	\$150
Creation of Analytics Index		per index GB	\$150
Calculated on size of Analytics Index. N1D can provide estimate prior to index creation			
Production Load File from Native Review Database – 4 hour minimum		per hour (\$600 minimum)	\$150
Includes Tiffs or PDFs, bates stamping, endorsing, load file creation, quality control checks and loading production load file back into Relativity			
Relativity Tech Time/Project Management		per hour	\$150
Analytics Consulting		per hour	\$200





## STATEMENT OF WORK

Description	Unit	Price
N1D Hosted Review in Relativity		
Pre-Paid Archive of Relativity workspace in N1D proprietary format <i>Billed on first invoice. Data will be removed from hosted review platform and backed up to external hard drive(s).</i>	per workspace	\$600 + cost of storage media
Import of Third-Party Relativity workspace	Contact N1D	
Assisted Review / Managed Document Review / Contract Reviewers		
<b>**Contact N1 Discovery for information on our Assisted Review, Managed Document Review and Contract Reviewer Services**</b>		
Load File Distribution		
Secure File Transfer (10GB Maximum)	per transfer	\$35
Storage Media for Load File Shipment	CD/DVD or USB stick (<32GB) 64GB USB Stick Up to 2TB hard drive Other Storage Device	\$50
		\$75
		\$150
		as incurred
Shipping/Handling Charges	per package	as incurred
Relativity Workspace Archival		
Keep Workspace in Place As-Is <i>Data will remain in N1D hosted review platform as an active case until client provides a revised data disposition instruction form. Data hosting fees will continue. User license fees will continue unless N1D is advised in writing to terminate the user license(s).</i>	As defined in original statement of work, appendix, work order or change order.	
Near-line Workspace <i>Data will remain in the N1D hosted review platform in an offline, non-active state. The near-line data hosting fee will be billed monthly but will be billed at half the normal monthly hosting rate for the workspace. User license fees will not be billed for the workspace while the data is near-lined. The data will not be accessible while in the near-lined state.</i>	Half the monthly data hosting rate for the workspace; near-line hosting is billed monthly.	
Archive of Workspace in N1D Proprietary Format <b>&gt;&gt;&gt;&gt; Data archive can ONLY be reloaded to N1D Relativity environment &lt;&lt;&lt;&lt;&lt;</b> <i>Billed at end of matter. Data will be removed from hosted review platform and backed up to external hard drive(s). If data is shipped to Client for storage, shipping/handling charges will be included on final invoice.</i>	\$750 + Cost of Storage Media	
Store Archive in N1D Evidence Room (Charged annually)	\$5/device/month	
Archive of Workspace in Generic Relativity Format <i>Data will be backed up to external hard drive(s) and stored in N1D's secure evidence storage room. Data will be removed from hosted review platform (see Additional Options).</i>	\$1,200 + Cost of Storage Media + Shipping/Handling Charges	
Destruction of Workspace <i>Data will be completely deleted, without any recovery possible, from the hosted review platform. The deletion will also include all redactions, tagging, notes, mark-ups, or saved queries generated by client during the review process. Applicable licensing and hosting charges will terminate at the end of the billing cycle.</i>	No charge	
Relativity Workspace Restoration		
Restoration of Workspace from N1D Proprietary Format <i>The data can usually be restored within three (3) business days. Applicable licensing and hosting charges will resume.</i>	\$600	
Restoration of Workspace from Generic Relativity Format <i>The data can usually be restored within five (5) business days. Applicable licensing and hosting charges will apply.</i>	\$200 per hour	





## STATEMENT OF WORK

**FORENSIC COLLECTION/PRESERVATION**

N1D offers a variety of collection options from standard forensic imaging to complex enterprise-wide global collections.

Description	Unit	Price
<b>In-Lab -- Forensic Collection/Preservation</b> (Flat-fee Device Charge, unless otherwise defined)		
Windows desktop or notebook computer ( <i>Window XP, Vista, 7, 8, 10</i> )	per hard drive	\$325
Windows All-in-One System	per device	\$600
Apple Mac, iMac, etc.	per device	\$600
Smartphones/Tablets ( <i>iPhone, iPad, Android, Surface, etc.</i> ) (if protected, password required)	per device	\$600
USB Sticks ( <i>up to 64GB</i> ), DVD, etc.	per device	\$200
USB External Storage Media ( <i>up to 2TB</i> )	per device	\$325
Common Cloud Email Services ( <i>O365, Gmail, Yahoo, Hotmail</i> )	per account	\$400
Social Media Accounts ( <i>Facebook, Twitter, Instagram, YouTube, Tumblr</i> )	per account	\$400
Websites ( <i>standard site</i> )	per site	\$600
All Other Systems, Uncommon Cloud Email Services, Non-Standard Websites, Servers, Unique Devices, etc.	per hour	\$150
<b>In-Lab MDA/Remote Services-- Forensic Collection/Preservation</b> (Time)		
Forensic Project Manager	per hour	\$150
Specialty System Forensic Senior Project Manager	per hour	\$200
N1D Remote forensic servlet	no charge for use	
<b>Onsite -- Forensic Collection/Preservation</b> (Time, Expenses PLUS Device Charge)		
<b>Time &amp; Expense</b>		
Onsite collection/preservation ( <i>two hour minimum</i> )	per person/hour	\$200
Travel time	per person/hour	\$100
Mileage ( <i>IRS published rate</i> )	per mile/vehicle	\$0.54*
Out-of-Pocket Expenses, if applicable ( <i>hotel, food, car rental, air fare, etc.</i> )	as incurred	
<b>Device Charge</b>		
Windows desktop or notebook computer ( <i>Window XP, Vista, 7, 8, 10</i> )	per hard drive	\$325
Windows All-in-One System	per device	\$600
Apple Mac, iMac, etc.	per device	\$600
Smartphones/Tablets ( <i>iPhone, iPad, Android, Surface, etc.</i> ) (If protected, password required)	per device	\$600
USB Sticks ( <i>up to 64GB</i> ), DVD, etc.	per device	No charge
USB External Storage Media ( <i>up to 2TB</i> )	per device	No charge
Common Cloud Email Services ( <i>O365, Gmail, Yahoo, Hotmail</i> )	per account	In-Lab Only
Social Media Accounts ( <i>Facebook, Twitter, Instagram, YouTube, Tumblr</i> )	per account	In-Lab Only
Websites ( <i>standard site</i> )	per site	In-Lab Only
All Other Systems, Servers, Unique Devices, etc.	per device	No charge
All Other Uncommon Cloud Email Services, Non-Standard Websites, etc.	per hour	In-Lab Only

\*Or current IRS published standard business mileage rate

**RAPID-SNAP® AND OTHER REPORTS**

N1D Rapid-Snap® reports are unique forensic analysis tools that provides important investigative information. Other reports are prepared upon request at the N1D employee's standard professional rate. A typical report takes 6 to 10 hours to prepare.

Description	Unit	Price
<b>Rapid-Snap® Reports</b>		
Windows Desktop/Notebook Rapid-Snap® Report ( <i>Window XP, Vista, 7, 8, 10</i> )	per hard drive	\$1,650
Mobile Device Rapid-Snap® Report ( <i>select Apple iPhone/iPad, select Android devices, etc.</i> )	per device	\$850
Mobile Device Rapid-Snap® Reader ( <i>select Apple iPhone/iPad, select Android devices, etc.</i> )	per device	\$750
Mobile Device Rapid-Snap® Relativity ( <i>select Apple iPhone/iPad, select Android devices, etc.</i> )	per device	\$1,900
<b>Other Reports</b>		
Standard Forensic, Cyber Incident, or other Report	per hour	N1D Standard Rate



## STATEMENT OF WORK

**EVIDENCE/IMAGE STORAGE MEDIA**

N1D's standard protocol is to use two external storage devices for storage of digital forensic images, a primary copy and a backup copy. For storage of eDiscovery information (i.e. hosted data, processing data, etc.), only one copy is maintained unless otherwise requested by Client. N1D will consolidate images or data to use the least number of hard drives when practical. External storage media may be used to ship large data files to Client or other parties as authorized by Client.

Description	Unit	Price
<b>External Storage Media</b>		
External Storage Media	CD, DVD, or USB Stick (<32GB)	\$50
	64GB USB Stick	\$75
	Up to 2TB hard drive	\$150
	Other storage device greater than 2TB	as incurred
Shipping/Handling Charges	per package	as incurred

**ORIGINAL EVIDENCE STORAGE**

N1D can store original evidence (i.e. digital devices) in our secure evidence room. Storage fee is charged on original evidence stored with N1D for longer than 15 days. Storage fee is prorated monthly for any partial month.

Description	Unit	Price
<b>Evidence Room Storage</b>		
Small devices <i>External hard drives, phones, tablets, cameras, PDA's, etc.</i>	per device per month	\$10
Medium devices <i>Laptops, notebooks, desktop computers, mini-tower computers, etc.</i>		\$20
Large devices <i>Servers, small rack units, etc.</i>		\$40
Other devices or items	Contact N1D for pricing	

**MANAGED DISCOVERY APPLIANCE**

N1D unique Managed Discovery Appliance (MDA) provides our clients with a great cost effective option for digital forensic collections and investigations and eDiscovery electronically stored information (ESI) preservation

Description	Unit	Price
<b>MDA Leases</b>		
<b>STANDARD MDA</b>		
As-Needed (one week placement)	per week	\$400
1-Year Placement	per year	\$925
3-Year Placement	per year	\$850
<b>ENHANCED MDA</b>		
As-Needed (one week placement)	per week	\$800
1-Year Placement	per year	\$1,275
3-Year Placement	per year	\$1,125
<b>ENTERPRISE MDA</b>		
As-Needed (one week placement)	per week	\$3,800
1-Year Placement	per year	\$3,275
3-Year Placement	per year	\$2,875





STATEMENT OF WORK (SW 1415)

Project Estimate Total: \$940.00

### Data Collection and Preservation

Name	Unit	Price	QTY	Subtotal
<b>In-Lab Forensic Imaging</b> ( <i>Flat Fee Device Charge, unless otherwise defined</i> )				
Windows Desktop or Laptop Windows XP, Vista, 7, 8, 10	Per Hard Drive	\$325.00	0	\$0.00
Windows All-in-One System	Per Device	\$600.00	0	\$0.00
Apple Desktop or Laptop	Per Device	\$600.00	0	\$0.00
Smartphone/tablet iPad, iPhone, Android, Surface If protected, password required	Per Device	\$600.00	0	\$0.00
USB Stick, DVD, etc. (up to 64GB)	Per Device	\$200.00	0	\$0.00
USB External Storage Media (up to 2TB)	Per Device	\$325.00	0	\$0.00
Common Cloud Email Services Includes O365, Gmail, Yahoo, Hotmail, etc.	Per Account	\$400.00	0	\$0.00
<i>In-Lab Only</i>				
Social Media Account Includes Facebook, Twitter, Instagram, YouTube, Tumblr	Per Account	\$400.00	0	\$0.00
<i>In-Lab Only</i>				
Websites (standard site) <i>In-Lab Only</i>	Per Site	\$600.00	0	\$0.00
All other Systems, uncommon cloud email services, non-standard websites, servers, unique devices, etc.	Per Hour	\$150.00	0	\$0.00





STATEMENT OF WORK (SW 1415)

Project Estimate Total: \$940.00

**Onsite Forensic Imaging** *(Time, Expenses plus Device Charge where applicable)*

Forensic Technician Time	Per Hour	\$200.00	0	\$0.00
Windows Desktop or Laptop (Device Charge)	Per Device	\$325.00	0	\$0.00
Windows All-in-One System (Device Charge)	Per Device	\$600.00	0	\$0.00
Apple Desktop or Laptop (Device Charge)	Per Device	\$600.00	0	\$0.00
Smartphone/Tablet (Device Charge)	Per Device	\$600.00	0	\$0.00

iPhone, iPad, Android, Surface, etc.

If protected, password required.

Other Systems, Servers, Unique Devices	--	\$0.00	0	\$0.00
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*No device charge, time and expenses only***MDA/Remote Services**

MDA Setup Fee	Per Setup	\$200.00	0	\$0.00
Standard MDA Usage Fee	Per Week	\$400.00	0	\$0.00
Enhanced MDA Usage Fee	Per Week	\$800.00	0	\$0.00
Forensic Technician Time	Per Hour	\$160.00	0	\$0.00
Specialty System Forensic Work	Per Hour	\$200.00	0	\$0.00
After Hours Forensic Technician Time	Per Hour	\$225.00	0	\$0.00

**Other Costs**

Storage Media	Per Device	\$150.00	2	\$300.00
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Minimum of 2 devices, primary and backup

Travel Time	Per Hour	\$100.00	0	\$0.00
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Estimated. Travel Time is billed as incurred at half of N1D employee's standard rate.

Mileage	Per Mile	\$0.58	0	\$0.00
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Estimated. Mileage is billed as incurred at IRS Standard Business Rate